

EXPLANATION**Heritage Designation By-law
Re: 2308 East 34th Avenue**

At a public hearing on June 21, 2016, Council approved a recommendation to designate the structure and exterior envelope and exterior building materials of a building at 2308 East 34th Avenue as protected heritage property. Enactment of the attached By-law will achieve the designation.

Director of Legal Services
July 12, 2016

2308 East 34th Avenue
BK Grocery

ABF

BY-LAW NO. _____

**A By-law to designate certain real property
as protected heritage property**

THE COUNCIL OF THE CITY OF VANCOUVER, in public meeting, enacts as follows:

1. Council considers that the real property described as:

Structure and exterior
envelope and exterior
building materials of
heritage building
("BK Grocery")

2308 East 34th Avenue
Vancouver, B.C.

PID: 013-365-304
LOT 57
BLOCK 3
DISTRICT LOT 394
PLAN 2911

has heritage value or heritage character, and that its designation as protected heritage property is necessary or desirable for its conservation.

2. Council designates the real property described in section 1 of this By-law as protected heritage property under Section 593 of the *Vancouver Charter*.

3. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this _____ day of _____, 2016

Mayor

City Clerk

EXPLANATION**Heritage Designation By-law
Re: 1872 Parker Street**

At a public hearing on June 21, 2016, Council approved a recommendation to designate the structure and exterior envelope and exterior building materials of a building at 1872 Parker Street as protected heritage property. Enactment of the attached By-law will achieve the designation.

Director of Legal Services
July 12, 2016

1872 Parker Street
Brookhouse Residence

ABF

BY-LAW NO. _____

**A By-law to designate certain real property
as protected heritage property**

THE COUNCIL OF THE CITY OF VANCOUVER, in public meeting, enacts as follows:

1. Council considers that the real property described as:

Structure and exterior envelope and exterior building materials of the heritage building ("The Brookhouse Residence")

1872 Parker Street
Vancouver, B.C.

PID: 005-703-921
LOT 11
BLOCK 30
DISTRICT LOT 264A
PLANS 1077 AND 1771

PID: 005-703-956
LOT 12
BLOCK 30
DISTRICT LOT 264A
PLANS 1077 AND 1771

has heritage value or heritage character, and that its designation as protected heritage property is necessary or desirable for its conservation.

2. Council designates the real property described in section 1 of this By-law as protected heritage property under Section 593 of the *Vancouver Charter*.

3. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this _____ day of _____, 2016

Mayor

City Clerk

EXPLANATION**Authorization to enter into a Housing Agreement
Re: 3090 East 54th Avenue**

Following a public hearing concluding on July 13, 2015, Council approved the rezoning of the referenced lands subject to a number of conditions, including a condition that the owner of these lands first make arrangements to the satisfaction of the Chief Housing Officer and the Director of Legal Services to enter into a Housing Agreement securing 31 residential units for the life of the building for use as “social housing” as defined in the *Vancouver Development Cost Levy By-law*.

A Housing Agreement has been accepted and signed by the owner applicant. Enactment of the attached By-law, as required by Section 565.2 of the *Vancouver Charter*, will complete the process to implement Council’s resolution regarding a Housing Agreement.

Director of Legal Services
July 12, 2016

BY-LAW NO.

ABF

**A By-law to enact a Housing Agreement
for 3090 East 54th Avenue**

THE COUNCIL OF THE CITY OF VANCOUVER, in public meeting, enacts as follows:

1. Council authorizes the City to enter into a Housing Agreement with the owner of certain lands legally described as:

PID: 009-127-666 Lot 2 of Lot A Block 71 Fraserview Plan 11199

in substantially the form and substance of the Housing Agreement attached to this By-law as Schedule "A", and also authorizes the Director of Legal Services to execute the agreement on behalf of the City, and to deliver it to the owner on such terms and conditions as the Director of Legal Services deems fit.

2. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this day of , 2016

Mayor

City Clerk

Schedule "A"

Housing Agreement

LAND TITLE ACT

FORM C (Section 233) CHARGE

GENERAL INSTRUMENT - PART 1 Province of British Columbia

LOCK

PAGE 1 OF 16 PAGES

Your electronic signature is a representation that you are a subscriber as defined by the Land Title Act, RSBC 1996 c.250, and that you have applied your electronic signature in accordance with Section 168.3, and a true copy, or a copy of that true copy, is in your possession.

1. APPLICATION: (Name, address, phone number of applicant, applicant's solicitor or agent)

Import Profile

Damian Koo, Solicitor
City of Vancouver
453 West 12th Avenue
Vancouver

BC V5Y 1V4

LTO Client number: 10647
 Phone number: 604-873-7540
 Matter number: 15-0846-005 - Housing Agreement

Deduct LTSA Fees? Yes

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

009-127-666

LOT 2 OF LOT A BLOCK 71 FRASERVIEW PLAN 11199

No PID NMBR

STC? YES

Pick up STC?

Use 30 Parcel Schedule

Use 3 Parcel Schedule

3. NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

Use Schedule

SEE SCHEDULE

4. TERMS: Part 2 of this instrument consists of (select one only)

(a) Filed Standard Charge Terms D.F. No.

(b) Express Charge Terms Annexed as Part 2

A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument.

5. TRANSFEROR(S):

Use Schedule

CITY OF VANCOUVER

6. TRANSFEREE(S): (including postal address(es) and postal code(s))

Use Schedule

CITY OF VANCOUVER

453 WEST 12TH AVENUE

VANCOUVER

BRITISH COLUMBIA

V5Y 1V4

CANADA

Joint Tenants?

7. ADDITIONAL OR MODIFIED TERMS:

Use Schedule

N/A

8. EXECUTION(S): This instrument creates, assigns, modifies, enlarges, discharges or governs the priority of the interest(s) described in Item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any.

Officer Signature(s)

Execution Date

Y	M	D
16		

Transferor(s) Signature(s)

CITY OF VANCOUVER by its
 authorized signatory (as Transferor):

OFFICER CERTIFICATION:

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

More Signatures

FORM_D1_V21

LAND TITLE ACT
FORM D

EXECUTIONS CONTINUED

PAGE 2 of 16 PAGES

Officer Signature(s)

Execution Date

Y	M	D
16		

Transferor / Borrower / Party Signature(s)

CITY OF VANCOUVER by its
authorized signatory (as Transferee):

OFFICER CERTIFICATION:

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

More Signatures

FORM_E_V21

**LAND TITLE ACT
FORM E
SCHEDULE**

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NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Covenant		Pursuant to Section 219 of the Land Title Act. See Article 2.

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
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NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION

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NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION

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TERMS OF INSTRUMENT - PART 2
HOUSING AGREEMENT AND BUILDING USE COVENANT
(SOCIAL HOUSING)
3090 EAST 54TH AVENUE

WHEREAS:

- A. It is understood and agreed that this instrument and Agreement shall be read as follows:
- I. the Transferor, City of Vancouver, is called the “**Owner**” as more particularly defined in Section 1.1(u); and
 - II. the Transferee, City of Vancouver, is called the “**City**” when referring to corporate entity and the “**City of Vancouver**” when referring to geographic location, each as more particularly defined in Sections 1.1(d) and 1.1(f), respectively;
- B. The Owner is the registered and beneficial owner of the Lands;
- C. The Owner has applied to rezone the Lands (the “**Rezoning Application**”) from CD-1 (Comprehensive Development) District (19) to CD-1 (Comprehensive Development) District to permit the development of a six-storey, mixed-use building with a fire hall at grade and on the second floor (replacing Fire Hall No. 5) and with 31 social housing units on the third to sixth floors, inclusive, which Rezoning Application was approved after public hearing on July 13, 2015 subject to, *inter alia*, the condition that the Owner make arrangements to the satisfaction of the General Manager of Community Services and the Director of Legal Services to enter into a housing agreement pursuant to Section 565.2 of the *Vancouver Charter* securing 31 residential units in the Development for social housing and subject to such other terms and conditions as were set forth in the minutes of that public hearing (the “**Social Housing Condition**”); and
- D. The Owner and the City are now entering into this Agreement to satisfy the Social Housing Condition.

NOW THEREFORE THIS AGREEMENT WITNESSES that for good and valuable consideration (the receipt and sufficiency of which the parties hereby acknowledge and agree to) the Owner and the City, pursuant to Section 565.2 of the *Vancouver Charter* and to Section 219 of the *Land Title Act*, agree as follows in respect of the use of the Lands and the Building:

ARTICLE 1
DEFINITIONS AND INTERPRETATIONS

- 1.1 Definitions.** In this Agreement the following terms have the definitions now given:
- (a) “**Agreement**” means this housing agreement and building use covenant, including the foregoing Recitals;

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Housing Agreement
3090 East 54th Avenue

- (b) **“Building”** means that portion of any building or structure to be built on the Lands as contemplated by the Development Permit that contains the Social Housing Units, but does not include any temporary buildings or structures on the Lands during the period of, and required for the purposes of, any construction contemplated by the Development Permit;
- (c) **“City”** means the City of Vancouver as a corporate entity (in its regulatory capacity and not, for clarity, in its capacity as registered and beneficial owner of the Lands or as a geographic location);
- (d) **“City Manager”** means the chief administrator from time to time of the City and his/her successors in function and their respective nominees;
- (e) **“City of Vancouver”** means the City of Vancouver as a geographic location (and not, for clarity, as a corporate or regulatory body or as the registered and beneficial owner of the Lands);
- (f) **“City Personnel”** means any and all of the elected and appointed officials, officers, employees, agents, nominees, delegates, permittees, contractors, subcontractors and volunteers of the City;
- (g) **“Claims”** means any and all actions, builders liens, causes of action, claims, compensation, costs, damages, demands, expenses (including legal expenses, fees and disbursements on an indemnity basis), fines, judgments, legal obligations, losses, orders, penalties and suits of whatsoever kind, incurred, suffered or paid (including, without limitation, in respect of, incidental to or resulting from any consequential injuries to or death of persons or damage to property or any economic loss, including loss of profits and loss of use and damages arising out of delays) and **“Claim”** has a corresponding meaning;
- (h) **“Commencement Date”** means the date as of which this Agreement has been executed by all parties to it;
- (i) **“Commission”** means the British Columbia Housing Management Commission;
- (j) **“Development”** means the development on the Lands described in Recital C and approved by the Development Permit;
- (k) **“Development Permit”** means a development permit issued in respect of the Development and the Building contemplated by the Rezoning Bylaw;
- (l) **“Director of Legal Services”** means the chief administrator from time to time of the Legal Services Department of the City and her/his successors in function and their respective nominees;
- (m) **“Eligible Occupants”** means women with low to moderate incomes who have dependent children and who are City of Vancouver residents;
- (n) **“Employment and Assistance Act”** means the *Employment and Assistance Act*, R.S.B.C. 2002, c. 40, as may be amended or replaced, from time to time;

- (o) **"Employment and Assistance for Persons with Disabilities Act"** means the *Employment and Assistance for Persons with Disabilities Act*, R.S.B.C. 2002, c. 41, as may be amended or replaced, from time to time;
- (p) **"General Manager of Community Services"** means the chief administrator, from time to time, of the City's Community Services Department and his/her successors in function and their respective nominees;
- (q) **"Housing Income Limit"** means the housing income limits for subsidized housing (for each category of dwelling unit) for the City of Vancouver, set each year by the Commission (or its successor in function) and set out in the "Housing Income Limits" table published by the Commission, from time to time, or equivalent publication;
- (r) **"Land Title Act"** means the *Land Title Act*, R.S.B.C. 1996, c. 250, as may be amended or replaced, from time to time;
- (s) **"Lands"** means the lands described in Item 2 in the Form C - General Instrument to which these Terms of Instrument are attached; provided;
- (t) **"Occupancy Permit"** means a permit issued by the City authorizing the use and occupation of any Building, development or partial development on the Lands;
- (u) **"Owner"** means the City of Vancouver (in its capacity as the registered and beneficial owner of the Lands and not, for clarity, in its regulatory capacity) and all of its assigns, successors and successors in title to the Lands;
- (v) **"Rental Housing"** means a dwelling unit which is not occupied by the registered or beneficial owner of the same, but which is made available by such owner to the general public (subject to Article 2), at arm's length, for use as rental accommodation on a month-to-month or longer basis in accordance with this Agreement, reasonably prudent landlord-tenant practices for rental residential accommodation and any and all laws applicable thereto;
- (w) **"Rezoning Bylaw"** means the CD 1 By-law enacted as a result of the Rezoning Application;
- (x) **"Social Housing Condition"** has the meaning ascribed to that term in Recital C;
- (y) **"Social Housing"** means, for the purposes of this Agreement, Rental Housing:
 - (i) in which at least one-third of the dwelling units are occupied by households with incomes below housing income limits, as set out in the current "Housing Income Limits" table published by the Commission, or equivalent publication;
 - (ii) which is owned by a non-profit corporation, by a non-profit co-operative association, or by or on behalf of the City, the Province of British Columbia or Canada; and

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Housing Agreement
3090 East 54th Avenue

- (iii) in respect of which the registered owner or ground lessee of the freehold or leasehold title to the land on which the housing is situate has granted to the City a Section 219 covenant, housing agreement, or other security for the housing commitments required by the City, registered against the freehold or leasehold title, with such priority of registration as the City may require;
- (z) “**Social Housing Units**” has the meaning ascribed to that term in Section 2.1(b), and “**Social Housing Unit**” means any one of such Social Housing Units;
- (aa) “**Term**” means the term of this Agreement, which will commence on the Commencement Date and will end on the later of:
 - (i) the date as of which the Building is demolished or substantially destroyed; or
 - (ii) 60 years from the date when the final Occupancy Permit is issued for the Building; and
- (bb) “**Vancouver Charter**” means the *Vancouver Charter*, S.B.C. 1953, c. 55, as may be amended or replaced, from time to time.

1.2 Interpretation. In this Agreement:

- (a) Party. Any reference to a party herein will be deemed to include the heirs, executors, administrators, successors, assigns, employees, servants, agents, officers, contractors, licensees and invitees of such parties wherever the context so permits or requires.
- (b) Singular; Gender. Wherever the singular or masculine or neuter is used in this Agreement, the same will be construed to mean the plural or the feminine or body corporate or politic, and vice versa, as the context or the parties so require.
- (c) Captions and Headings. The captions and headings appearing in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Agreement or any of the provisions hereof.
- (d) References. References to the or this “Agreement” and the words “hereof” “herein” and similar words refer to this Agreement as a whole and not to any section or subsection or other subdivision hereof and any reference in this Agreement to a designated Recital, Section, subsection or other subdivision is a reference to the designated Recital, Section, subsection or subdivision hereof.

**ARTICLE 2
RESTRICTIONS ON USE AND SUBDIVISION**

- 2.1 Section 219 Covenant - Use.** Pursuant to Section 219 of the *Land Title Act*, the Owner covenants and agrees with the City, in respect of the use of the Lands and the Building, that:
- (a) throughout the Term, the Lands and the Building will not be used in any way that is inconsistent with the terms of this Agreement;
 - (b) the Owner will construct, or will cause to be constructed, 31 residential units (the “**Social Housing Units**”) in accordance with the Social Housing Condition, the Rezoning Bylaw, the Development Permit, any building permit issued pursuant thereto and the requirements of this Agreement;
 - (c) throughout the Term, the Owner will use, or will cause to be used, the Social Housing Units only for the purpose of providing Rental Housing to Eligible Occupants;
 - (d) throughout the Term, the tenant’s contribution towards rent of a Social Housing Unit will be:
 - (i) for Eligible Occupants who are on income assistance or hardship assistance under the *Employment and Assistance Act*, the shelter allowance prescribed under the regulation enacted thereunder;
 - (ii) for Eligible Occupants who are on disability assistance under the *Employment and Assistance for Persons with Disabilities Act*, the shelter allowance prescribed under the regulation enacted thereunder;
 - (iii) for Eligible Occupants whose incomes fall below the Housing Income Limit, 70% of the Housing Income Limit rate as set by the Commission from time to time;
 - (e) throughout the Term, the Owner will not suffer, cause or permit, beneficial or registered title to any Social Housing Unit to be sold or otherwise transferred except:
 - (i) by way of a tenancy agreements to provide Rental Housing to Eligible Occupants as required under this Agreement; and
 - (ii) by way of one or more leases to one or more non-profit organizations or public bodies, as may be determined and approved by the City, provided always that such tenant or tenants under any such lease use or cause to be used any Social Housing Units leased under any such lease only for the purpose of providing Rental Housing to Eligible Occupants;
 - (f) throughout the Term, the Owner will not suffer, cause or permit the Lands, or any part thereof, to be subdivided by strata plan or air space plan without the prior written consent of the City, which consent may be arbitrarily withheld;

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Housing Agreement
3090 East 54th Avenue

- (g) throughout the Term, any sale of a Social Housing Unit in contravention of the covenant in Section 2.1(e), and any subdivision of the Lands in contravention of Section 2.1(f), will in each case be of no force or effect, and the City will be entitled to the cancellation of the registration of any offending transfer of title or plan, as the case may be, at the Owner's expense;
- (h) throughout the Term, the Owner will maintain, or will cause to be maintained, the Social Housing Units;
- (i) throughout the Term, the Owner will insure, or will cause to be insured, the Building and all parts thereof to the full replacement cost against perils normally insured against in the City of Vancouver by reasonable and prudent owners of similar buildings and lands; and
- (j) throughout the Term, the Owner will keep and maintain, or will cause to be kept and maintained, the Lands and the Building and all parts thereof in good repair and in a safe, clean, neat and tidy condition, and if the Lands or the Building or any part thereof is damaged, the Owner will promptly restore and repair, or will cause to be promptly restored and repaired, the same whenever and as often as damage occurs, to at least as good a state and condition as existed before such damage occurred.

**ARTICLE 3
OCCUPANCY RESTRICTION ON THE LANDS**

3.1 Section 219 Covenant - Occupancy. Pursuant to Section 219 of the *Land Title Act*, the Owner covenants and agrees with the City, in respect of the use of the Lands and the Building, that:

- (a) the Building will not be used or occupied except as follows:
 - (i) the Owner will not apply for any Occupancy Permit in respect of, and will not suffer or permit the occupation of, the Building and will take no action, directly or indirectly, to compel the issuance of any Occupancy Permit for the Building until such time as the Owner is able to apply for an Occupancy Permit for the entire Building and all its component parts and facilities; and
 - (ii) the City will be under no obligation to issue any Occupancy Permit permitting the use and occupation of the Building, notwithstanding completion of construction of the Building until such time as an Occupancy Permit can be issued for the entire Building and all its component parts and facilities; and
- (b) without limiting the general scope of Article 7, the Owner does hereby waive, remise and release absolutely any and all claims against the City and City Personnel for any and all Claims that may derive from the withholding of an Occupancy Permit until there is compliance with the provisions of this Article 4.

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Housing Agreement
3090 East 54th Avenue

**ARTICLE 4
RECORD KEEPING**

- 4.1 Records.** The Owner will keep accurate records pertaining to the use and occupancy of the Social Housing Units to the satisfaction of the City. At the request of the City, from time to time, the Owner will make such records available for inspection and copying by the City. The City will comply with the Owner's statutory obligations with respect to privacy of such information.

**ARTICLE 5
ENFORCEMENT**

- 5.1 Enforcement.** This Agreement may be enforced by mandatory and prohibitory orders of the court. In any action to enforce this Agreement if the City is entitled to court costs, it shall be entitled to court costs on a solicitor and own client basis.

**ARTICLE 6
RELEASE AND INDEMNITY**

- 6.1 Release.** The Owner hereby releases and discharges the City and City Personnel from and against any and all Claims which may, at any time, arise or accrue to the Owner in connection with this Agreement including, without limitation:

- (a) by reason of the City or City Personnel:
 - (i) reviewing, accepting or approving the design, specifications, materials and methods for construction of the Building or any part thereof;
 - (ii) exercising any of its rights under any covenant granted to the City pursuant to this Agreement; or
 - (iii) withholding any permits pursuant to this Agreement; or
- (b) that arise out of, or would not have been incurred but for this Agreement,

whether or not such Claims are a result of, or in any way relate to, any negligent acts or omissions on the part of the City or City Personnel.

- 6.2 Indemnity.** The Owner hereby covenants and agrees with the City to indemnify and save harmless and reimburse the City and City Personnel from and against any and all Claims which may arise or accrue to the Owner or any person against the City or City Personnel or which the City or City Personnel may pay, incur, sustain or be put to by reason of or which would not or could not have been sustained "but for" any of the following:

- (a) this Agreement;
- (b) any personal injury, property damage or death occurring in or upon Lot 9 in whole or part from the exercise of the statutory right of way in this Agreement by any party;

- (c) the release by the City of any or all of the City's rights under this Agreement or the loss of any rights purported to be granted hereby;
- (d) the City or City Personnel:
 - (i) reviewing, accepting or approving the design, specifications, materials and methods for construction of the Building or any part thereof;
 - (ii) exercising any of its rights under any statutory right of way granted to the City pursuant to this Agreement; or
 - (iii) withholding of any permits pursuant to this Agreement; or
- (e) any and all Claims which may arise or accrue to any person, including a member of the public, against the City or any City Personnel or which the City or any City Personnel may, incur, sustain or be put to, by reason of:
 - (i) any negligent act or omission or willful misconduct of the Owner or any of its contractors, subcontractors, employees, agents, tenants, licensees, invitees and permittees in connection with the exercise of the obligations or responsibilities of the Owner under this Agreement; or
 - (ii) any default in the due observance and performance of the obligations or responsibilities of the Owner under this Agreement,

whether or not such Claims are the result of, or relate in any way to any negligent acts or omissions on the part of the City or City Personnel.

6.3 Nature of Indemnities. The indemnities in Section 6.2 will be both personal covenants of the Owner and integral parts of the Section 219 covenants granted in this Agreement.

6.4 Conduct of Proceedings.

- (a) In the event that any Claim is brought or made against the City or any City Personnel which the Owner has agreed to indemnify and save harmless the City or any City Personnel, the City will provide reasonable written notice of the Claim to the Owner. Subject to Section 6.4(b), the Owner will assume the defence of the Claim on behalf of the City or City Personnel and have sole carriage of the action, subject to the conditions or the terms hereinafter provided. The Owner may settle a Claim in its sole discretion without approval by the City provided that such settlement requires no more than the payment of money and results in the final, full and complete release of the City (or any City Personnel, as applicable). Any proposed settlement which would require the City or any City Personnel to assume or be exposed to any liability whatsoever, admit wrongdoing or take or refrain from taking any action will require the prior written approval of the City. Any settlement or judgment rendered with respect to a Claim will be wholly paid by the Owner, including all legal, expert or other expenses incurred by the Owner or the City in relation thereto. The City agrees to provide reasonable assistance to the Owner in the defence of any Claims, including providing any relevant information that the

City has with respect to the Claim provided that no breach or default by the City, save for wilful misconduct, in providing any information will negate or in any way reduce or impact the covenants of the Owner to release and indemnify the City or any City Personnel.

- (b) Section 6.4(a) will not apply and the City will have the right to conduct the defence of any claim described in Section 6.4(a) in the following circumstances:
- (i) where the City Manager determines that the proper administration of the municipal government requires that decisions with respect to the claim be made by the City;
 - (ii) where the City Manager determines that the public interest requires that the matter be resolved in an open and public way; or
 - (iii) where, in the opinion of the City Manager, the claim is of a nature where decisions with respect to settling or defending it would create a precedent with respect to other existing or potential claims affecting or involving the City;

provided however that if the City wishes to settle any claim, the City will not do so without the prior consent of the Owner, which consent will not be unreasonably withheld. In conducting any defence or making any settlement, the City will act in a manner reasonably consistent with the manner in which the City would act in connection with the defence or settlement of claims, suits, demands, actions or proceedings which would not be indemnified against under the provisions of this Section 6.4(b); and

- (c) Regardless of whether the claim is being defended under Section 6.4(a) or Section 6.4(b), the party having conduct of the proceedings will, upon written request of the other party, provide to the other party all information in its possession relating to the proceedings which may be properly disclosed at law. If the party not having conduct of the proceedings so requests in writing in a timely fashion, the party having conduct of the proceedings will join the other party as a third party to the proceedings.

- 6.5 Survival of Release and Indemnities.** The release and indemnities in this Article 7 will remain effective, and survive any modification of, or partial release or release of the covenants created by this Agreement, and any termination of this Agreement, whether by fulfilment of the covenants contained in this Agreement or otherwise.

**ARTICLE 7
NOTICES**

7.1 All notices, demands or requests of any kind which one party may be required or permitted to give to the other in connection with this Agreement, shall be in writing and shall be given by registered mail or personal delivery, addressed as follows:

(a) if to the City:

City of Vancouver
453 West 12th Avenue
Vancouver, BC V5Y 1V4
Attention: City Clerk

with concurrent copies to the Managing Director of Social Development and the Director of Legal Services; and

(b) if to the Owner:

City of Vancouver
453 West 12th Avenue
Vancouver, BC V5Y 1V4
Attention: _____

and any such notice, demand or request will be deemed given:

(c) if made by registered mail, on the earlier of the day receipt is acknowledged by the addressee or the third day after it was mailed, except when there is a postal service disruption during such period, in which case delivery will be deemed to be completed upon actual delivery of the notice, demand or request; and

(d) if personally delivered, on the date when delivered,

or to such other address in Canada as either party may specify in writing to the other party in the manner described above, provided that if and when the owner of the Land or any part thereof should change, in the absence of any such specification, then to the address as set out in the State of Title Certificate for that particular parcel of land.

**ARTICLE 8
APPLICATION**

8.1 **Application of Agreement.** The City and the Owner acknowledge and agree that notwithstanding that this Agreement is registered against the entirety of the Lands, this Agreement shall apply only to that portion of the Building containing the Social Housing Units.

**ARTICLE 9
MISCELLANEOUS**

- 9.1 Agreement Runs With the Lands.** The covenants and agreements set forth herein on the part of the Owner shall be covenants the burden of which shall run with and shall bind the Lands and shall attach thereto and run with each and every part into which the same may be subdivided or consolidated.
- 9.2 Enurement.** This Agreement shall enure to the benefit of and be binding upon the City and its successors and assigns, and this Agreement shall enure to the benefit of and be binding upon the Owner and its successors and assigns.
- 9.3 Further Assurances.** Each party shall execute such further and other documents and instruments and do such further and other acts as may be necessary to implement and carry out the provisions and intent of this Agreement.
- 9.4 Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable in British Columbia. Any reference to a statute is to the statute and its regulations in force on the date the Form C - General Instrument is fully executed and to subsequent amendments to or replacements of the statute or regulations.
- 9.5 Legislation.** Any reference to a statute includes and is a reference to such statute and to the regulations made pursuant thereto, with all amendments made thereto and as in force from time to time, and to any statute and regulations that may be passed which have the effect of supplementing or superseding such statutes and regulations.
- 9.6 Owner's Representations and Warranties.** The Owner represents and warrants to and covenants and agrees with the City that:
- (a) it has the full and complete power, authority and capacity to enter into, execute and deliver this Agreement and to bind all legal and beneficial interests in the title to the Lands with the interests in land created hereby;
 - (b) upon execution and delivery of this Agreement and registration thereof, the interests in land created hereby will encumber all legal and beneficial interests in the title to the Lands;
 - (c) this Agreement will be fully and completely binding upon the Owner in accordance with its terms and the Owner will perform all of its obligations under this Agreement in accordance with its terms; and
 - (d) the foregoing representations, warranties, covenants and agreement will have force and effect notwithstanding any knowledge on the part of the City whether actual or constructive concerning the status of the Owner with regard to the Lands or any other matter whatsoever.
- 9.7 Perfection of Intention.** The Owner shall, after execution hereof, do or cause to be done at its own cost and expense all things and acts necessary to ensure that this Agreement is noted on title to the Lands as a housing agreement pursuant to

{00496404v2}

Housing Agreement
3090 East 54th Avenue

Section 565.2 of the *Vancouver Charter* and also registered as a charge against title to the Lands with priority over all other encumbrances except those in favour of the City.

- 9.8 Priority of Registration.** The Owner agrees to cause the registrable interests in land expressly agreed to be granted pursuant to this Agreement to be registered as first registered charges against the Lands, save only for any reservations, liens, charges or encumbrances:
- (a) contained in any grant from Her Majesty the Queen in Right of the Province of British Columbia respecting the Lands;
 - (b) registered against any of the titles to the Lands at the instance of the City, whether in favour of the City or otherwise, as a condition of the Development Permit; and
 - (c) which the Director of Legal Services has determined, in her sole discretion, may rank in priority to the registrable interests in land granted pursuant to this Agreement.
- 9.9 Severability.** All the obligations and covenants contained in this Agreement are severable, so that if any one or more of the obligations or covenants are held by or declared by a court of competent jurisdiction to be void or unenforceable, the balance of the obligations and covenants will remain and be binding.
- 9.10 Time.** Time shall be of the essence of this Agreement and each part of it. If any party expressly or impliedly waives this requirement, that party may reinstate it by delivering notice to the other party(ies). If a time is specified in this Agreement for observing or performing any obligation, such time shall be local Vancouver, British Columbia time.
- 9.11 Transfer of Lands.** Subject always to Section 2.1(e), the Owner covenants and agrees with the City that upon any sale, transfer or conveyance of the Lands charged by this Agreement, or any portion thereof, to any person, trust, corporation, partnership or other entity, the Owner will obtain from such person, trust, corporation, partnership or entity and deliver to the City a duly executed acknowledgement of the terms of this Agreement and an assumption of the continuing obligations of the Owner pursuant to this Agreement relative to that portion of the Lands sold, transferred or conveyed to such person, trust, corporation, partnership or entity, in form and contents satisfactory to the City.
- 9.12 Vancouver Charter.** Nothing contained or implied herein will derogate from the obligations of the Owner under any other agreement with the City or, if the City so elects, prejudice or affect the City's rights, powers, duties or obligations in the exercise of its functions pursuant to the *Vancouver Charter* and the rights, powers, duties and obligations of the City under all public and private statutes, by-laws, orders and regulations, which may be, if the City so elects, as fully and effectively exercised in relation to the Roads and the Lands as if this Agreement had not been executed and delivered by the Owner and the City.
- 9.13 Waiver.** The Owner acknowledges and agrees that no failure on the part of the City to exercise and no delay in exercising any right under this Agreement will operate as a

Page 16 of 16 pages

waiver thereof nor will any single or partial exercise by the City of any right under this Agreement preclude any other or future exercise thereof or the exercise of any other right. The remedies herein provided will be cumulative and not exclusive of any other remedies provided by law and all remedies stipulated for the City herein will be deemed to be in addition to and not, except as herein expressly stated, restrictive of the remedies of the City at law or in equity.

IN WITNESS WHEREOF the parties have executed this Agreement on the Form C - General Instrument (or the Form D) to which these Terms of Instrument are attached and which is a part hereof.

END OF DOCUMENT

[00496404v2]

Housing Agreement
3090 East 54th Avenue

Housing Agreement
3090 East 54th Avenue

EXPLANATION**Subdivision By-law No. 5208 amending By-law
Re: 5470-5490 Oak Street**

Enactment of the attached By-law will delete 5470-5490 Oak Street from the maps forming part of Schedule A of the Subdivision By-law, and implement Council's resolution of December 15, 2015 dealing with the rezoning of the property, and is consequential to the rezoning of the property.

Director of Legal Services
July 12, 2016

792

5470-5490 Oak Street

BY-LAW NO. _____

A By-law to amend Subdivision By-law No. 5208

THE COUNCIL OF THE CITY OF VANCOUVER, in public meeting, enacts as follows:

1. Council amends Schedule A to the Subdivision By-law in accordance with the plan labelled Schedule A, and attached to and forming part of this By-law, by deleting therefrom Lot 1, Block 865, District Lot 526, Plan EPP54683; PID: 029-826-276, from the RS-1/RS-3/RS-3A/RS-5/RS-6 maps forming part of Schedule A of the Subdivision By-law.
2. A decision by a court that any part of this By-law is illegal, void, or unenforceable severs that part from this By-law, and is not to affect the balance of this By-law.
3. This By-law is to come into force and take effect on the date of its enactment.

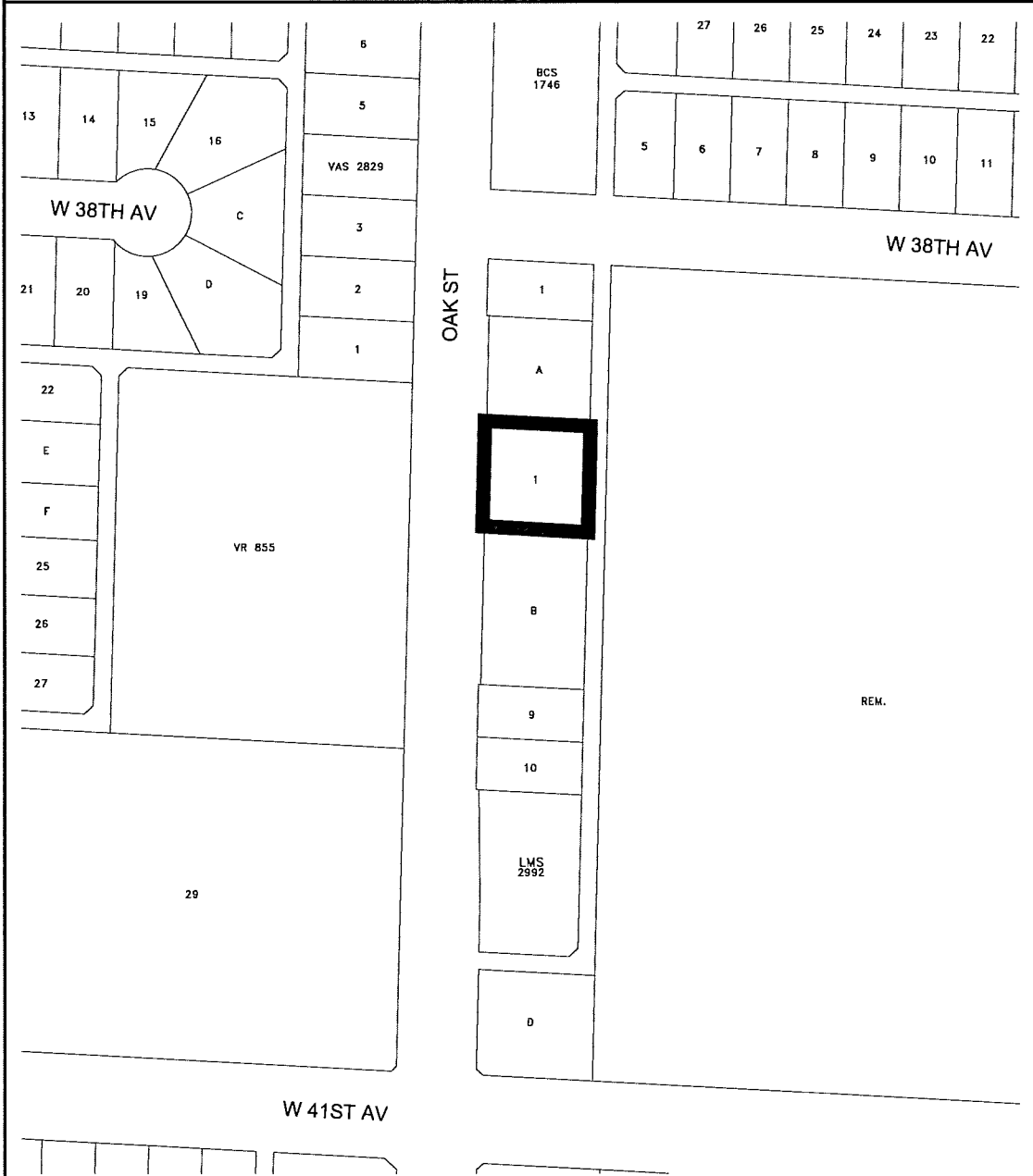
ENACTED by Council this _____ day of _____, 2016

Mayor

City Clerk

By-law No. _____ being a By-law to amend By-law No. 5208

being the Subdivision By-law



The property outlined in black () is deleted from the RS-1/RS-3/RS-3A/RS-5/RS-6 maps forming part of Schedule A of the Subdivision By-law

5470-5490 Oak Street

map: 1 of 1

scale: NTS



City of Vancouver

date: 2016-07-05

EXPLANATION**Subdivision By-law No. 5208 amending By-law
Re: 2312-2328 Galt Street**

Enactment of the attached By-law will delete 2312-2328 Galt Street from the maps forming part of Schedule A of the Subdivision By-law, and implement Council's resolution of October 20, 2015, dealing with the rezoning of the property, and is consequential to the rezoning of the property.

Director of Legal Services
July 12, 2016



2312-2328 Galt Street

BY-LAW NO. _____

A By-law to amend Subdivision By-law No. 5208

THE COUNCIL OF THE CITY OF VANCOUVER, in public meeting, enacts as follows:

1. Council amends Schedule A to the Subdivision By-law in accordance with the plan labelled Schedule A, and attached to and forming part of this By-law, by deleting therefrom Parcel A, Block B, District Lot 393, Plan 2201; 029-774-608, from the RS-1/RS-3/RS-3A/RS-5/RS-6 maps forming part of Schedule A of the Subdivision By-law.
2. A decision by a court that any part of this By-law is illegal, void, or unenforceable severs that part from this By-law, and is not to affect the balance of this By-law.
3. This By-law is to come into force and take effect on the date of its enactment.


ENACTED by Council this _____ day of _____, 2016

Mayor

City Clerk

By-law No. _____ being a By-law to amend By-law No. 5208
 being the Subdivision By-law



The property outlined in black () is deleted from the RS-1/RS-3/RS-3A/RS-5/RS-6 maps forming part of Schedule A of the Subdivision By-law

2312-2328 Galt Street

map: 1 of 1

scale: NTS



City of Vancouver

date: 2016-07-05